

**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT
FOR THE STATE OF SOUTH CAROLINA**

BETWEEN

ALEC Inc.

AND

The United Telephone Company of the Carolinas LLC d/b/a Embarq

**Effective: June 19, 2009
Expiration: March 19, 2010**

INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement ("Agreement") is entered into by and between **ALEC Inc.**, a Kentucky corporation ("CLEC"), and **The United Telephone Company of the Carolinas LLC d/b/a Embarq** ("Embarq"), a South Carolina limited liability company, which are collectively referred to herein as "the Parties", to establish the rates, terms and conditions for local interconnection, collocation, local resale and the purchase of unbundled network elements for the state of **South Carolina**.

NOW THEREFORE, the Parties agree as follows:

1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Interconnection, Collocation and Resale Agreement for the state of South Carolina entered into by and between NuVox Communications and The United Telephone Company of the Carolinas LLC d/b/a Embarq, dated March 20, 2007, as filed with the appropriate state regulatory authority ("Adopted Agreement"), and as amended herein.
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement.
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 1.4 This Agreement shall supersede and replace in full any and all prior agreements, written and oral, between CLEC and Embarq pertaining to the subject matter hereof, applicable to the state of **South Carolina**.

2. PARTIES

For the purposes of this Agreement, ALEC Inc. is hereby substituted in the Adopted Agreement for NuVox Communications; and The United Telephone Company of the Carolinas LLC d/b/a Embarq shall remain as the other Party to the Adopted Agreement.

3. TERM

This Agreement shall become effective on **June 19, 2009**, and, unless earlier terminated in accordance with its terms, shall continue in force until **March 19, 2010**, which corresponds with the End Date of the Adopted Agreement.

*Embarq – ALEC
Interconnection, Collocation And Resale Agreement-SC
Effective: June 19, 2009*

4. NOTICES

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

To CLEC:

Mark Hayes
ALEC, Inc.
250 W. Main St., Suite 1920
Lexington, KY 40507 [[correct]]

To Embarq:

Director, Contract Management
KSOPKB0402-413
9300 Metcalf Ave.
Overland Park, Kansas 66212

IN WITNESS WHEREOF, CLEC and Embarq have caused this Agreement to be executed by their respective duly authorized representatives.

CLEC:
ALEC Inc.

Embarq:
The United Telephone Company of the Carolinas LLC d/b/a Embarq

By: Matthew J. Phillips

Name: Matthew J. Phillips

Title: CEO

Date:

By: Michael R. Hunsucker

Name: Michael R. Hunsucker

Title: Director – Contract Management

Date: 6-22-09